

EXHIBIT 9

To the Declaration of Rakesh N.
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1 IN THE UNITED STATES DISTRICT COURT
2 FOR THE NORTHERN DISTRICT OF CALIFORNIA
3 OAKLAND DIVISION

4 IN RE COLLEGE ATHLETE)
5 NIL LITIGATION)
6) Case No. :
) 4:20-cv-03919-CW

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11 VIDEO-RECORDED DEPOSITION OF GRANT HOUSE

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13
14 Phoenix, Arizona
15 February 10, 2023
16 9:00 a.m.

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23 REPORTED BY:
24 Kristy A. Ceton, RPR, CRR
25 AZ Certified Court Reporter No. 50200

 Job #: 220890

1 VIDEO-RECORDED DEPOSITION OF GRANT HOUSE

2 commenced at 9:00 a.m., on February 10, 2023, at
3 Polsinelli, P.C., 1 East Washington, Suite 1200,
4 Phoenix, Arizona, before Kristy A. Ceton, RPR, CRR,
5 Arizona Certified Court Reporter No. 50200.

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Phoenix, Arizona
February 10, 2023
9:00 a.m.

TRANSCRIPT OF PROCEEDINGS

THE VIDEOGRAPHER: Good morning, Counselors. This is the start of the video-recorded deposition of Grant House, In Re College Athlete NIL Litigation being heard in the United States District Court for the Northern District of California, Oakland Division. Case No. 4:20-cv-03919-CW.

This deposition is being held at 1 East Washington Street, Suite 1200, Phoenix, Arizona, on February 10th, 2023, at approximately 9:01 a.m.

My name is Michael Pham. I am the legal video specialist from TSG Reporting, Inc., headquartered at 228 East 45th Street, Suite 810, New York, New York. The court reporter is Kristy Ceton, also in association with TSG Reporting.

Counsel, would you please introduce yourselves.

MS. SISCO: Emilee Sisco from Hagens Berman Sobol Shapiro for the plaintiffs.

MS. CORKERY: Ashley Corkery from Cooley, LLP. Counsel for the Pac-12.

MR. LAIRD: Robert Laird for the NCAA.

MS. HOUCK: Pearlynn --

1 social media.

2 Q. Okay. And were you recently cited in
3 SwimSwam with a big victory a couple weeks ago?

4 A. I'm unsure. I don't follow their social
5 media. Just ASU media.

6 Q. Okay. And why is that?

7 A. Less noise and less distraction as we
8 approach championships and season.

9 Q. Okay. And the title, you'll see this
10 article in the red block states, "Boise State
11 Eliminates Women's Swimming and Diving Program in
12 Cost Cutting Move."

13 Do you see that?

14 A. Yes.

15 Q. And do you see where it starts, the first
16 paragraph, by stating, "Boise State University
17 athletic director Curt Apsey announced today the
18 elimination of the baseball and swimming and diving
19 teams."

20 A. Yes. That's what I'm reading.

21 Q. Okay. And the end of the paragraph then
22 notes that "Elimination of baseball and the women's
23 swimming and diving would reduce the overall budget
24 by three million," right?

25 A. That's what I'm reading.

1 Q. Okay. And if we turn to the next page,
2 just above where it appears to be a YouTube clip, it
3 states, "Other schools that have had to cut swimming
4 and diving programs this summer are." And by way of
5 example, it lists U Mass Dartmouth, UConn, East
6 Carolina, Tiffin.

7 Do you see those listed there?

8 A. Yeah. I see the six schools listed
9 there.

10 Q. Okay. So is it fair to say that a number
11 of universities have had to cut their swimming
12 program due to budgetary measures?

13 MS. SISCO: Objection. Lack of
14 foundation.

15 THE WITNESS: I'd say -- I'd say it's
16 fair to say that these six have that are in front of
17 us.

18 Q. BY MS. CORKERY: As well as Boise State
19 women's swimming and diving?

20 A. Yeah, as well as the headline.

21 Q. And even ASU lost its swimming program in
22 the past, didn't it?

23 MS. SISCO: Objection. Lack of
24 foundation.

25 THE WITNESS: In 2008, correct.

1 Q. BY MS. CORKERY: So you do recall that in
2 2008, ASU had lost its swimming and diving program?

3 A. Yes. And the alumni of the program
4 funded and supported to bring the program back.

5 Q. Okay. Do you know how much the alumni
6 had to fund to bring back the ASU men's swimming and
7 diving program?

8 MS. SISCO: Objection. Lack of
9 foundation.

10 THE WITNESS: I'm unfamiliar on the exact
11 amount or financial requirement.

12 Q. BY MS. CORKERY: Okay. Would it sound
13 right if fundraising over a million dollars from
14 alumni was needed to bring the program back?

15 MS. SISCO: Objection. Lack of
16 foundation.

17 THE WITNESS: I'm not an expert on the
18 exact financial necessities that were needed.

19 Q. BY MS. CORKERY: Okay. Is it hard for
20 you to see colleges cutting swimming and diving
21 programs when the athletic department can't come up
22 with a million dollars needed?

23 MS. SISCO: Objection. Lack of
24 foundation.

25 THE WITNESS: It's not my call to know

1 what each university decides.

2 Q. BY MS. CORKERY: Well, swimming has been
3 a big part of your life, wouldn't you say?

4 A. Yeah. I would say it's been a large part
5 of my life.

6 Q. It's more than a hobby. Would you say
7 it's your life?

8 A. It's the sport I play the most.

9 Q. Okay. And it means a lot to you. You
10 really enjoy being able to swim as well as being a
11 college student athlete, right?

12 A. Correct.

13 Q. Okay. And would you want to see colleges
14 keep swimming and diving programs around?

15 A. Absolutely.

16 Q. And you want to -- you wouldn't want to
17 see a program fold at ASU again, like it did in 2008,
18 as you noted, right?

19 A. I wouldn't want to see any program across
20 any school in the country fold.

21 Q. So you wouldn't want to see soccer fold,
22 tennis fold, baseball fold? You would like to see
23 those opportunities remain; is that right?

24 A. Correct.

25 Q. And do you think it's an important part

1 Q. Do you recall what the monthly
2 subscription fee was that you paid?

3 A. I believe it was 12- to \$15.

4 Q. Okay. And when did you first start using
5 MarketPryce?

6 A. In 2022.

7 Q. And when did you stop?

8 A. At the -- approximately the summer of
9 2022. I wasn't seeing much success with the company.

10 Q. So MarketPryce was not that helpful for
11 facilitating partnerships?

12 A. For me. There was several athletes they
13 could see were getting deals, but I wasn't meeting
14 the standards of what they needed apparently.

15 Q. Why do you think other athletes were
16 getting deals and you were not on MarketPryce?

17 MS. SISCO: Objection. Calls for
18 speculation.

19 THE WITNESS: I'm unsure. I was only
20 worrying about my process and my progression with it
21 and how it was being useful for me because I was
22 paying for it.

23 Q. BY MS. CORKERY: Okay. And you have no
24 understanding as to why, when you were paying for it,
25 it wasn't working out for you?

1 A. No. Because I was -- I talked with one
2 of the workers at MarketPryce and they were
3 indicating it would be pretty lucrative. I just
4 wasn't seeing much success on the marketplace.

5 Q. You next state you "worked with the
6 Postgame to develop content, increase multiplatform
7 distribution, and improve digital strategy."

8 Do you see that there?

9 A. Yes. On line 20 and 21.

10 Q. And you previously testified just a
11 moment ago that you had declined Postgame on
12 Opendorse; is that right?

13 A. Yes, there was a \$1,000 campaign offer,
14 but I misunderstood it, so it wasn't initially, just
15 like a straight up 1,000. It was if you won the
16 contest that they were having you enter in. So I
17 never received that, but I disclosed it to maintain
18 transparency with my school.

19 Q. So you disclosed the Postgame, but it was
20 contingent on you having won some sort of contest?

21 A. Yeah. It was a campaign for several
22 athletes promoting content for them. And, I guess,
23 based on a selection afterwards, they would nominate
24 you randomly through a draw.

25 Q. So for that Postgame, it wasn't

1 guaranteed. You had to actually campaign and then be
2 selected for it; is that right?

3 A. Create a posting for the company at the
4 time, which was Adidas through ASU. They partnered
5 with several university schools, and to promote their
6 products on social media.

7 Q. And did you pay for the Postgame service?

8 A. No. It was a platform, a free platform
9 presented to athletes at ASU.

10 Q. Do you feel you improved your digital
11 strategy through the Postgame at all?

12 A. I feel like it helped me understand
13 dynamics of social media as being an athlete.

14 Q. Do you have any quantifiable benchmarks
15 you could identify as to your own content improvement
16 through the Postgame?

17 A. On Postgame itself, it has the number of
18 followers for each social media, so if you, again,
19 going back to Exhibit 62, like we took -- there was a
20 picture taken apparently on January 5th. If you take
21 a picture of Postgame at that date or earlier and
22 took a picture today, it would have -- it would show
23 the increased audience reach of each platform as it
24 does in the top left corner of Opendorse with
25 Facebook, Twitter, Instagram, and -- well, LinkedIn

1 and TikTok aren't stated there. But on Opendorse and
2 Postgame, it would.

3 Q. Let's turn back to your interrogatories,
4 the next two bullets after the Postgame. You'll see
5 that you identify that you called and e-mailed
6 businesses and brands to market NIL; is that right?

7 A. Yes. On -- on line 22.

8 Q. How many businesses would you say you
9 called to market NIL?

10 A. I don't know the exact number. I would
11 say over 20, though.

12 Q. And how many resulted in an NIL deal?

13 A. It's hard to say the exact number. Less
14 than -- less than 20, though.

15 Q. Would it have been less than five?

16 A. No.

17 Q. Less than seven?

18 A. No.

19 Q. Less than 10?

20 A. I would say around 10 would be a good
21 number.

22 Q. So in calling businesses, roughly 20
23 businesses, you secured roughly 50 percent of that
24 that would result in an NIL deal?

25 A. Yes. Based on that ratio.

1 Q. Why don't you name the ones you know?

2 A. Coach's Oats, HumanN, RXBAR, Bobo's Oats,
3 Suja. And I believe that's what I can recall for
4 right now. Oh, and HumanN, as well, if I didn't
5 already say that.

6 Q. Okay. Do you track your NIL deals any
7 place?

8 A. Yes. As best I can on a Google -- Google
9 Docs sheet.

10 Q. And how many deal -- NIL deals do you
11 have tracked on that Google Docs sheet?

12 A. The exact amount, I don't know. I just
13 update it as they come about and identify which ones
14 have ended, which ones have started, are in the
15 process, or which ones never got off the ground.

16 There's also another company I just
17 remembered. Allbirds has just been product.

18 Q. Okay. And when did you last access that
19 Google drive document to update it?

20 A. Last year.

21 Q. And when you say "last year," what month
22 was that?

23 A. Approximately the fall of 2022.

24 Q. Do you recall in the fall of 2022 when
25 you would have updated it?

1 A. Not the exact month.

2 Q. So have you had no NIL deals since the
3 fall of 2022?

4 A. I have. I just haven't been -- I haven't
5 updated it.

6 Q. Okay. So where are you tracking the ones
7 that you didn't update over the last couple of
8 months?

9 A. I'm sorry. Can you repeat that?

10 Q. Where are you tracking the ones that you
11 did not update after fall 2022?

12 A. Through Opendorse disclosures.

13 Q. Would you say the vast majority of your
14 NIL deals are in-kind, meaning product-based?

15 A. Yes.

16 Q. Okay. And roughly, what percent would
17 you say that is?

18 A. I would say 90 percent, because the only
19 one in -- I currently have is Beine Wellness for
20 monetary amount.

21 Q. And you're not seeking monetary damages
22 in this litigation for in-kind NIL deals, are you?

23 A. I don't have an answer for that.

24 Q. Are you seeking monetary damages in this
25 litigation for in-kind NIL deals?

1 A. For NIL compensation in regards to all
2 opportunities.

3 Q. Not sure that responds to my question.

4 You said, "for NIL compensation in
5 regards to all opportunities." What do you mean by
6 that?

7 A. From NIL product, services, and
8 commission for financial opportunities.

9 Q. So you're seeking the value of in-kind
10 products as part of damages you would want?

11 A. If that's a possibility, then yeah.

12 Q. What would need to be done to make it a
13 possibility?

14 MS. SISCO: Objection. Calls for a legal
15 conclusion.

16 THE WITNESS: That's yet to be decided
17 for legal -- legal aspects and experts.

18 Q. BY MS. CORKERY: I'm asking you, not as a
19 legal conclusion, in your own personal opinion, what
20 would need to be done to be able to place a value on
21 in-kind products?

22 MS. SISCO: Objection. Calls for an
23 expert opinion.

24 THE WITNESS: I don't have an answer
25 right now.

1 Q. BY MS. CORKERY: Have you thought about
2 trying to value the product you've received?

3 A. No. Because that's a relative question
4 to each individual.

5 Q. And when you say it's a "relative
6 question to each individual," it's because it's
7 difficult to quantify the value of certain products
8 and cases, right?

9 MS. SISCO: Objection. Calls for expert
10 opinion.

11 THE WITNESS: Because certain companies
12 will have certain products that are more beneficial
13 to other athletes and sports.

14 Q. BY MS. CORKERY: Is there any systemized
15 way that you could arrive at the value of a product?

16 MS. SISCO: Objection. Calls for expert
17 opinion.

18 THE WITNESS: I'm sure professionals and
19 experts have a method of analyzing that data.

20 Q. BY MS. CORKERY: Well, I'm not asking an
21 expert right now. I'm asking you in your own
22 personal opinion, how would you go about valuing, for
23 example, the Suja Juice that you received?

24 A. I don't have an answer for that.

25 Q. Sitting here today, you can't think of

1 any way you would put a value on Suja Juice?

2 MS. SISCO: Objection. Vague.

3 THE WITNESS: I don't have an answer for
4 that.

5 Q. BY MS. CORKERY: Okay. Would you go by
6 the wholesale price or the upper-end store price,
7 lower-end store price? You have no way to value that
8 product?

9 MS. SISCO: Objection. Calls for expert
10 opinion.

11 THE WITNESS: There's several ways.

12 Q. BY MS. CORKERY: So there are several
13 ways to value the products you've received, correct?

14 MS. SISCO: Objection. Lack of
15 foundation.

16 THE WITNESS: Correct.

17 Q. BY MS. CORKERY: And it would be an ad
18 hoc determination to try to value the in-kind goods
19 you received?

20 MS. SISCO: Objection. Lack of
21 foundation.

22 THE WITNESS: I'm sorry. I'm not
23 familiar with ad hoc, what ad hoc means.

24 Q. BY MS. CORKERY: It would be an
25 individualized process for you to try to value

1 in-kind goods, right?

2 MS. SISCO: Objection. Lack of
3 foundation. Calls for expert opinion.

4 THE WITNESS: It would -- again, there's
5 several, several -- several reasons why, several ways
6 it can be priced.

7 Q. BY MS. CORKERY: Okay. What percent of
8 your NIL deals have a formal signed agreement?

9 A. All of them.

10 Q. Every NIL deal you have has a formal
11 signed agreement?

12 A. A disclosure agreement of the -- of the
13 contract or agreement, yeah.

14 Q. Okay. For Wyman's, do you have a formal
15 signed agreement with them?

16 A. I actually have -- Well, I don't have
17 anymore. It was a contractual limit. But I actually
18 have two, yes.

19 Q. So you have four formal signed agreements
20 with Wyman's?

21 A. No. The 2,600 includes both of those
22 contracts combined over two contracts.

23 Q. And that's memorialized in a signed
24 agreement?

25 A. In two signed agreements, yes.

1 MS. CORKERY: I'm going to give you what
2 we will next mark as Exhibit 63.

3 (Exhibit 63 was marked for identification.)

4 Q. BY MS. CORKERY: And what I just handed
5 you, Mr. House, you will see is a January 16th, 2023,
6 e-mail between your counsel Emilee Sisco and myself.
7 And I'm going to refer you to page 3.

8 The last paragraph you will see, in black
9 text, I wrote, "For Grant House, we still do not have
10 the NIL deal agreement for Wyman's fruit products as
11 identified in interrogatory No. 7."

12 The red text is your counsel's response,
13 which says, "Mr. House does not have a formal
14 contract for his agreement, and plaintiffs have
15 already produced e-mails showing Mr. House was
16 dealing with Wyman's on an informal basis."

17 You just testified that you had two
18 agreements with them?

19 A. Okay.

20 Q. Have you provided those to your counsel?

21 A. I provided all of the content and
22 material that I was able to access.

23 Q. So you no longer have access to the
24 signed agreement that you had with Wyman's?

25 A. I provided everything, all the details

1 Q. And there's no requirement that they
2 reach back out to confirm the input information?

3 A. No. No. It will follow up with just a
4 review notification of this has been confirmed.

5 Q. Okay. How did you adjust the TYR
6 agreement and they reached back out?

7 A. I just put Marcus and Michael in contact
8 to better understand because other schools had had
9 perfectly fine success with it, and Michael didn't
10 understand why. So they adjusted the contract based
11 on what ASU needed at the time.

12 Q. What specifically did Michael not
13 understand that he wanted to address the contract
14 for?

15 A. Just why ASU or athletes were having
16 difficulties with submitting this exact company and
17 the contract. There was -- there's another female on
18 my team also sponsored by TYR.

19 Q. But there weren't any questions when they
20 reached back out as to the amount of the deal or the
21 terms of the deal?

22 A. No. No. It was just handled by Marcus
23 and Michael in regards to that, and I trusted both of
24 them to figure it out because they both wanted me to
25 see success with this. Just to had to be worded a

1 different way for whatever reason in the compliance.

2 Q. And you trusted both of them that it
3 would be input accurately?

4 A. Yeah. Yes.

5 Q. Okay. And, in the future, there's no
6 requirement for you to confirm the deal as input in
7 ASU tracking system, correct?

8 A. To my knowledge, just disclosing the
9 contract is what they require from us as of right now
10 with Opendorse.

11 Q. And with Opendorse, right now, there's no
12 mechanism for you to go back in and make changes
13 yourself?

14 A. Not fully. I don't fully know if I can
15 or can't. I know I can resubmit something as well.

16 Q. And if you resubmit something, is there a
17 chance it's input a second time?

18 A. Yes. Yes. And I can text Marcus
19 Williams and talk to him as well.

20 Q. Okay. You had also testified as to this
21 TYR agreement that once you had the TYR NIL deal, you
22 could no longer promote FINNER Sport because of a
23 noncompete; is that right?

24 A. Yes. Correct.

25 Q. Can you explain what that noncompete is?

1 A. With any -- basically TYR is a -- was
2 originally a swimsuit company, and now they're
3 stretching into fitness apparel and the fitness
4 realm, such as CrossFit, and so there's now crossover
5 into athleisure or athletic wear that FINNER promotes
6 as well with T-shirts, shorts, that TYR now creates
7 as well, not just swimsuits.

8 So they don't want to have me showing or
9 doing activities with another brand while in athletic
10 environments or athletic activities.

11 Q. So while you have this TYR NIL deal, you
12 cannot then secure the FINNER Sport deal again; is
13 that accurate?

14 A. Yes. That's -- that's accurate.

15 Q. Okay. And I want to walk through a
16 couple other potential companies to see if you had an
17 NIL deal with them that we haven't discussed as of
18 yet.

19 Lagoon, did you enter into an NIL deal
20 with Lagoon?

21 A. Yes. They sent me product for promotion.
22 Lagoon Sleep. They sent me one pillow to use me --
23 myself. And then a couple other pillows for content.

24 Q. And were you given any commission on
25 this?

1 Q. And have you attempted to value that NIL
2 deal at all?

3 A. No.

4 Q. Okay. Do you have an NIL deal with Seed
5 probiotics?

6 A. I did. Yes.

7 Q. Okay. And when did you have that deal?

8 A. Fall of 2022.

9 Q. And that's a deal you no longer have
10 today?

11 A. No.

12 Q. And what were the terms?

13 A. Social media promotion on my story in
14 exchange for product. There was also an affiliate
15 link, which I don't think anyone utilized as well.

16 Q. Okay. So you didn't receive any revenue
17 from the affiliate link?

18 A. I have not.

19 Q. Okay. Did you attempt to value that
20 product at all from Seed probiotics?

21 A. No.

22 Q. Did you have an NIL deal with Thorne
23 supplements?

24 A. I currently do, yes.

25 Q. And what is that current arrangement?

1 A. It's an affiliate arrangement, and I get
2 the wholesale price off of Thorne supplements and
3 products. And also, I'm able to give a discount
4 percentage that I decide from -- 5 to -- well, 0 to
5 20 percent, but I chose 20 percent to benefit more
6 people and my teammates around me and athletes around
7 me. And then there's also an affiliate link
8 commission off of that as well.

9 Q. And have you received any revenue from
10 the affiliate commission link?

11 A. Yes.

12 Q. How much?

13 A. I believe it was \$80.

14 Q. Okay. Have you attempted to value the
15 Thorne supplement product you received?

16 A. No.

17 Q. And for the \$80 for Thorne supplement,
18 because that's commission based, you don't consider
19 that a revenue-based deal that you would have
20 disclosed in your interrogatory No. 7 response,
21 right?

22 A. I don't -- Yeah. I don't believe so. I
23 just got it three days ago as well in the mail. I
24 just found out that I got commission three days ago.

25 Q. Did you have an NIL deal with Coach's

1 Oats?

2 A. Yes.

3 Q. What's the terms of that deal?

4 A. The terms are posting on my social media
5 platform stories in exchange for product of three
6 three-pound bags of oats and several travel packets
7 as well. And some various items like -- included
8 wristbands, a hat, and a journal as well.

9 Q. Okay. Have you attempted to value that
10 deal?

11 A. No.

12 Q. Okay. So you haven't attempted to value
13 the several travel packs or the pounds of bags and
14 the various items like wristbands?

15 A. No.

16 Q. Okay. And you previously mentioned
17 Allbirds?

18 A. Uh-huh.

19 Q. What's that NIL deal?

20 A. It was an affiliate link for promotion of
21 product, again on social media platforms. A static
22 permanent post on my Instagram account in exchange
23 for product, free product.

24 Q. And how much free product did you get?

25 A. One pair of shoes.

1 Q. And did you attempt to value those shoes?

2 A. Other than looking on the website, no.

3 Q. Okay. And for the affiliate link, did
4 you receive any commission off of that?

5 A. There is a commission percentage, but I
6 haven't seen any financial revenue from that.

7 Q. Are you expected to receive financial
8 revenue on that?

9 A. Based on what I've encountered from other
10 people, not this far.

11 Q. Did you have an NIL deal with True
12 Wandrer?

13 A. Yes, I did.

14 Q. Okay. And what were the terms of that
15 deal?

16 A. Social media promotion in exchange for,
17 again, a static post on my Instagram account in
18 exchange for product. And there was also an
19 affiliate commission link, and discounted -- discount
20 on the site as well. The retail wholesale price.

21 Q. Okay. And what product did you receive?

22 A. I enjoy the outdoors a lot, so it was a
23 -- stuff for camping, swim trunks, and a pocket
24 knife.

25 Q. Did you attempt to value that?

1 A. No, I did not.

2 Q. Okay. Did you pay money to purchase
3 product from them?

4 A. Yes, I did.

5 Q. And then you received a discount code; is
6 that correct?

7 A. Correct.

8 Q. When you state that you got product from
9 them, was that product you purchased at a discount,
10 or they gave you free product?

11 A. Product at a discount. But the discount,
12 they gave to me.

13 Q. Okay. So you didn't receive any product
14 that you hadn't at least purchased in part?

15 A. Yes. Correct.

16 Q. And we spoke about Suja Juice. I recall
17 you identifying that. What are the terms of that NIL
18 deal?

19 A. A monthly shipment of varying amounts in
20 exchange for social media promotion on any platform
21 in any way, and just tagging them along the way.

22 Q. And have you attempted to value that NIL
23 deal?

24 A. No. It's different every time.

25 Typically, with varying amounts of bottles or size of

1 bottles.

2 Q. Okay. So it would vary based on their
3 sending you different sizes, different types?

4 A. Yeah. They have, like, different
5 seasonal aspects of what boxes they want to send for
6 health benefits of in the winter sickness, fall
7 sickness, energy, recovery, it varies every care
8 package.

9 Q. Okay. And so it would never be a set
10 price value on the Suja Juice box that you would
11 receive, correct?

12 A. To my knowledge, yeah.

13 Q. Okay. And did you enter into an NIL deal
14 with You Need This snack?

15 A. I did.

16 Q. Okay. Have you recently posted about
17 that deal?

18 A. I have. This week.

19 Q. What are the terms of that NIL deal?

20 A. Two social media postings. One I did in
21 the fall, I believe December of 2022; and then the
22 second one, this week. Both included a -- two story
23 postings, and the first one was a static post. And
24 then the most recent one was a reel for social media
25 promotion of myself on their platforms and product as

1 well.

2 Q. And when you do the static and the reel
3 posts, are you getting product in exchange for that?

4 A. Yes.

5 Q. Are you getting any revenue in exchange
6 for that?

7 A. Yes. For that one, I did.

8 Q. And what was the revenue you received?

9 A. I haven't received it at this point
10 because it's still processing. But it's supposed to
11 be approximately, I believe, \$800.

12 Q. And did you attempt to value the product
13 that you received?

14 A. No. Each care package was a different
15 amount of snack bags.

16 Q. And when they send you a box, it varies
17 how many they send you?

18 A. Yeah. The first time, it was about 20
19 bags; and the second time, it was about 40 bags.

20 Q. Okay. And Berry Divine, you, I believe,
21 had mentioned a deal with them. Do you have an NIL
22 deal with them?

23 A. I did at the time. Yes.

24 Q. And is that Berry Divine Acai Bowls. Is
25 that the full name?

1 A. Yeah.

2 Q. What was -- what were the terms of that?

3 A. It was a \$50 gift card in exchange for
4 two story postings on my social media, and we
5 couldn't do any further because they hadn't been
6 established in the NIL marketplace yet due to the
7 recency of the rules changing.

8 But they look forward to in the future
9 hopefully evolving something and changing, but they
10 hadn't had enough time to generate anything and that
11 was all they could think of at the time when I
12 approached them.

13 Q. And when was that NIL deal when you
14 approached them?

15 A. I -- I believe early 2022.

16 Q. Okay. And they hadn't had time from when
17 the rules changed in July 2021, to when you
18 approached them in 2022, to be prepared for more than
19 the \$50 gift card?

20 A. Based on the e-mails I had with Scott,
21 that was what he communicated to me.

22 Q. Did you provide those e-mails to your
23 counsel?

24 A. I gave my counsel access to my entire
25 e-mail database.

1 access to watching that movie would be?

2 A. No. I didn't even check the ticketing
3 prices of it.

4 Q. Under that same profile section, there's
5 a reference to Alfred. It's pretty small. It's
6 below MANSCAPED.

7 A. Yeah. I -- I definitely see it. I don't
8 know what that's in relation to, though.

9 Q. So you have no idea what that icon refers
10 to?

11 A. No. Not that I can affirmatively say.
12 No idea.

13 Q. And if we look in the right-hand corner
14 under "United States," I guess it's right-hand, sort
15 of a quarter down the page, it says "398 estimated
16 price," e-s-t.

17 A. I see that.

18 Q. What is that in reference to?

19 A. Uncertain on what that would indicate.

20 Q. Okay. Thanks. We can put that exhibit
21 down now.

22 So I know we've walked through a long
23 list of some NIL deals with the vast majority being
24 product based. How many of your deals today would
25 you say are still ongoing?

1 A. Say about half of them. About five.

2 Q. And which five are still on going today?

3 A. Currently the ones I can recall are TYR,
4 Erica Beine Wellness, Lagoon Sleep, Resync, and
5 Coach's Oats, as well as Allbirds. So I believe
6 that's six.

7 Q. So you have roughly six currently
8 ongoing, and for other ones we discussed, there was
9 Wyman's, Lagoon, MANSCAPED, Jelly House, FINNER
10 Sport, Atlas bars, Seed probiotics, Thorne
11 Supplement, Coach Oats, True Wandrer, Berry Divine
12 Acai Bowls. So it would be a little less than half
13 that are continuing?

14 A. Yes. I mentioned Coach's Oats, but I did
15 forget one of those other ones. Thorne. Thorne, and
16 I think there's a second one. So that would be eight
17 total based on the full list we discussed thus far.

18 Q. So is each NIL deal you get, many of them
19 are still -- many of them don't continue to the next
20 year; is that correct?

21 A. Thus far, no. Like for the Berry Divine
22 one, it was a \$50 gift card. So once I used that, so
23 I think it took me four trips, then it was completed
24 at that point once I fulfilled my two story postings.

25 Q. And for the three cash deals that we

1 discussed in interrogatory No. 7, and so that would
2 have been the Wyman's fruit products at 2,600; the
3 525 in Beine Wellness, and the \$400 in HBO, how many
4 of those three are still cash deals today where you
5 receive cash?

6 A. Can -- can you rephrase the question,
7 please?

8 Q. For the three revenue-based deals that we
9 discussed, Wyman's, Beine Wellness, and HBO, of those
10 three, how many of them do you still receive cash
11 today?

12 A. The Wyman's is completed. The HBO is
13 completed. And still with the Erica Beine Wellness.

14 Q. For the one of three revenue-based deals
15 you still have today, what are the terms of the deal
16 today?

17 A. A one-year contract of social media
18 promotion. I paid full -- I paid price for the
19 product, which is a DNA test kit. And then based off
20 that, I receive referral discounts -- or, referral
21 commissions. And I'm able to give discounts to
22 anyone interested in purchasing the DNA test kit from
23 the company.

24 Q. So for Beine Wellness, your current
25 contractual agreement is that you buy the product,

1 Grant sent them or they saw from Grant.

2 Q. And when you say "Erica," are you
3 referring to Erica Beine, who founded the Beine --

4 A. I am. I am referring to her.

5 Q. And so she will reach out to you to let
6 you know each time you're getting a referral based?

7 A. Once the client has paid in full and that
8 they're setting up a scheduled meeting, yes.

9 Q. Okay. And separately for the in-kind
10 deals that we've discussed, which is the vast
11 majority of the deals, how many of those are ongoing
12 today?

13 A. For the in-kinds, the Resync, Coach's
14 Oats, are the only ones I'm -- and Suja are the ones
15 that I'm receiving product for.

16 Q. So you no longer receive product, for
17 example, from Bobo's?

18 A. No longer receive anything from Bobo's,
19 correct.

20 Q. And do you no longer receive product from
21 Atlas bars?

22 A. No.

23 Q. And you no longer receive product from
24 Jelly House?

25 A. I haven't received product from them in

1 several months.

2 Q. Okay. And you no longer receive product
3 from MANSCAPED?

4 A. Correct.

5 Q. Okay. And True Wandrer, you had
6 identified as you would buy product and just get a
7 discount code. But are you receiving any product
8 from True Wandrer?

9 A. No. I purchased three items, and that
10 was it. That was my only experience with the
11 company.

12 Q. And you're no longer receiving the Berry
13 Divine bowls, correct?

14 A. Correct.

15 Q. Okay. Are there NIL deals -- Sorry.
16 Strike that from the record.

17 We did discuss briefly a Snapchat deal
18 that you had. What are the terms of that?

19 A. The terms that Snapchat communicated to
20 me were posting on their new platform or network
21 through the app for a type of social media platform.
22 And they just wanted me to post to my story, make a
23 public account as often and as much as possible.
24 They had no regulation on amount or aspect, but they
25 wanted to have us submit a certain -- a certain

1 amount each month that they requested.

2 Q. And in exchange for you doing those
3 posts, what do you receive?

4 A. Per month, I received \$1,000.

5 Q. And for how many months did you do that?

6 A. Three months was when I was able to get
7 contract agreement with them.

8 Q. So you have a three-month agreement, and
9 you've received \$3,000 from Snapchat?

10 A. Correct.

11 Q. And when did you receive that?

12 A. At the end of December was the final
13 payment through Opendorse.

14 MS. CORKERY: And again on that, for the
15 record, per our January 2023, that those two were
16 missing from the interrogatory response and
17 production.

18 MS. SISCO: I just wanted to state for
19 the record, too, it's plaintiff's position that we
20 have complied with all of our discovery
21 responsibilities, including production of documents,
22 but we will follow up after the deposition and
23 confirm if there are still things missing.

24 MS. CORKERY: Okay. Thank you.

25 Q. BY MS. CORKERY: Mr. House, are there any

1 see in the top corner here, the date stamp is January
2 20th, 2023?

3 A. Yes.

4 Q. And we are going to look again at the
5 second page of the NIL activity disclosure section.

6 And do you see that "This updated policy
7 indicates that student athletes disclose the
8 pertinent details of their NIL activities within 10
9 business days of any NIL agreement with a similar
10 10-day requirement to supplement those disclosures
11 when NIL agreements are modified."

12 Do you see that?

13 A. Yes.

14 Q. And have you abided by the same policy
15 throughout the time?

16 A. Yes.

17 Q. And it further clarifies that disclosures
18 will now be submitted through Opendorse, correct?

19 A. Yeah. Opendorse has been much -- a much
20 easier process to submit through.

21 Q. And how has Opendorse been a simpler or
22 easier process?

23 A. It has less steps to submit our -- and
24 disclose our contracts or deals, as well as it's just
25 a more efficient process and software.

1 Q. And when you say it has fewer steps, what
2 fewer steps does Opendorse have as compared to the
3 ARMS software?

4 A. The ARMS software would be various login
5 credentials, finding the file, finding the category
6 that it needs to fit in for that compliance label.

7 And Opendorse, it just has four sections,
8 four or five sections and kind of walks you through
9 it of what the deal is, what type, how much, product,
10 price, and just an efficient step-by-step process
11 rather than figuring it out on your own.

12 Q. And for Opendorse currently, you put that
13 information in yourself?

14 A. Yes. And it goes to be reviewed and
15 confirmed or declined by ASU compliance and
16 specifically, Marcus Williams.

17 Q. And when the majority of your NIL deals
18 are product based, you list only the product and not
19 a price?

20 A. Yes, that's what product in-kind is one
21 of the categories in selection.

22 Q. And do you receive reminder newsletters
23 from ASU to disclose your NIL activity?

24 A. Yes. Very frequently, from Samantha
25 Bowie.

1 Q. And do you feel that being able to
2 monetize on your NIL has helped you learn financial
3 management?

4 A. Yes. Especially much more and to take
5 more consideration to it.

6 Q. And would you say that it's included
7 learning proper financial reporting skills as well?

8 A. I would say I've learned more of those
9 skills since NIL started.

10 Q. Is the money you've earned through NIL
11 taxed?

12 A. It will be. Yeah.

13 Q. Okay. For the money you earned for the
14 year of 2021, did you pay taxes on that?

15 A. I didn't receive enough financial
16 compensation in that year.

17 Q. And what's the threshold of financial
18 compensation before taxes are implicated?

19 A. I'm not exactly sure on the specific
20 threshold, but I know I didn't earn enough at that
21 point.

22 Q. And how do you know you hadn't earned
23 enough to pay taxes on them?

24 A. ASU compliance hadn't communicated that
25 to me, and I also hadn't received any information via

1 must have.

2 Q. And would you have filled out these
3 fields?

4 A. Yes.

5 Q. Okay. And we previously discussed that
6 ASU is now using Opendorse where you'll send an
7 agreement and somebody else will enter that; is that
8 correct?

9 A. The athlete still enters these -- some of
10 these various fields. I don't exactly know what
11 differentiates the exact categories, but it just gets
12 reviewed still by the compliance.

13 Q. Okay. And when compliance does a review
14 under the current Opendorse system, what are they
15 reviewing from the entry, if you know?

16 A. I'm unsure on the exact details of what
17 -- what the specifics they're reviewing. I just know
18 we're supposed to disclose them, and I abide by the
19 rules from ASU.

20 MS. CORKERY: And we're going to pull up
21 one more related to this, but you can put this larger
22 exhibit aside. And this will go in parallel. It's
23 Exhibit No. 70.

24 (Exhibit 70 was marked for identification.)

25 Q. BY MS. CORKERY: And it was produced by

1 plaintiffs, PLTFS002076. And this is an e-mail from
2 ASU, Marcus Williams, who we have been discussing on
3 the record, regarding NIL disclosures.

4 Do you recognize this e-mail, Mr. House?

5 A. Yes.

6 Q. And this e-mail from Marcus Williams
7 states that JD asked him to send you, meaning Grant
8 House, what he sees for your disclosures in ARMS; is
9 that correct?

10 A. Yes. JD Sullinger is our head of
11 compliance that oversees the swimming program.

12 Q. And why did you ask that he send over
13 your NIL disclosures at this time?

14 A. I don't recall exactly.

15 Q. And this e-mail was sent on October 20th,
16 '21; is that right?

17 A. Yes.

18 Q. So by October 20th, '21, you had reported
19 FINNER Sport, Bobo's, Atlas bars, and MANSCAPED; is
20 that right?

21 A. It appears so, yes.

22 MS. CORKERY: We're going to mark as
23 Exhibit 71 a document that was produced by plaintiffs
24 again. So the Bates stamp for this is PLTFS002097.

25 (Exhibit 71 was marked for identification.)

1 Q. BY MS. CORKERY: And this is an October
2 5th, 2021, Jelly House, LLC, and Grant House NIL
3 agreement?

4 A. Yes.

5 Q. And it states that the contract's in
6 effect beginning October 5th, 2021?

7 A. Yes.

8 Q. Okay. And the terms are for you to
9 promote official merchandise through social media
10 posts on Instagram, and you'll get two pieces of
11 Jelly House merchandise every month for 12 months; is
12 that right?

13 A. Correct.

14 Q. And this NIL agreement went through,
15 correct?

16 A. Yes.

17 Q. Okay. And it was in effect as of October
18 5th, 2021?

19 A. I believe so. It appears so.

20 Q. So this is an example of an NIL deal
21 where under ASU's policy, you had 10 days to report
22 it. So by October 15th, 2021?

23 A. Yes. That would -- that would make sense
24 with the timeline.

25 Q. Is there a reason on the e-mail that we

1 just reviewed that this was not in the system by that
2 time?

3 A. I'm unsure as to -- to why.

4 Q. So as of October 20th, 2021, if Marcus
5 Williams reported to JD a list of all NIL agreements
6 you had as of that date, but this deal that happened
7 more than 10 days earlier wasn't on there, was this
8 reported late?

9 A. I'm unsure exactly. It possibly could
10 have been these four that were on the ARMS account
11 also didn't transfer over to Opendorse, so there
12 could have been a system issue with the transferring
13 of the company's disclosures.

14 Q. Do you recall when you reported Jelly
15 House?

16 A. I can't recall the exact date.

17 Q. Do you recall whether you reported it
18 through ARMS or Opendorse?

19 A. I can't recall the exact -- which company
20 I -- or, which software reported it through.

21 Q. Okay. But you did report this deal at
22 some point in time?

23 A. Yes.

24 Q. Okay. We can put that exhibit aside as
25 well.

1 Are you aware of any ASU collectives?

2 A. Yes.

3 Q. What ASU collectives are you aware of?

4 A. There's two. There's the Tempe
5 Collective. And then I believe to be the Sun Devil
6 or the ASU Collective is the name.

7 Q. Is the Sun Devil Collective sometimes
8 called the Sun Angel Collective?

9 A. Yes. That is correct. My mistake.

10 Q. So it's Sun Angel?

11 A. Sun Angel.

12 Q. Okay. And have you participated in
13 either of those selectives?

14 A. No. I've discussed them in class for my
15 graduate master's program in the fall, but I haven't
16 engaged with any of them.

17 Q. And why have you not engaged with any of
18 them?

19 A. I haven't gotten a response, and ASU
20 can't have direct contact between -- to my
21 understanding, between boosters or donors and the
22 athlete. It has to be through a third-party entity.

23 Q. So have you reached out to these two
24 collectives and not heard back?

25 A. Not to the Tempe Collective. But to the

1 that I don't know the specifics of, but there's
2 certain websites that have rankings.

3 Q. And I believe in your complaint, you
4 alleged you were the No. 4 swim recruit?

5 A. Yeah. We had five -- five No. 1 recruits
6 that year.

7 Q. So it was a tie for first place, and then
8 there's second, third, fourth recruits?

9 A. Based on how they ranked the swimmers,
10 yes.

11 Q. And in addition to the schools you said
12 reached out to you, did you reach out to schools that
13 hadn't contacted you?

14 A. I filled out maybe one or two
15 questionnaires, but I didn't have to worry about
16 contacting the schools.

17 Q. Because schools were reaching out to you?

18 A. Yes.

19 Q. What factors were important to you in the
20 decisionmaking process?

21 A. There were various factors.

22 Q. Of the various factors, what factors did
23 you take into account?

24 A. I don't recall at the time all the
25 factors that I considered.

1 Q. Was quality of education important?

2 A. Yes.

3 Q. Were the coaches important?

4 A. Yes.

5 Q. Was the amount of scholarship important?

6 A. Yes.

7 Q. Was the prestige of the team important?

8 A. Considering the team that I went to was
9 cut in 2008, no.

10 Q. Okay. So that one was not, but quality
11 of education, scholarships, and coaches were?

12 A. One of several reasons.

13 Q. Okay. Can you think of any other
14 reasons?

15 A. Where I felt I would achieve my goals and
16 aspirations of becoming an Olympic gold medalist.

17 Q. Is your goal today still to be an Olympic
18 gold medalist?

19 A. Absolutely.

20 Q. For the coaching that you identified was
21 important to you, does ASU have good swim coaches?

22 A. Yes.

23 Q. Would you say they're really good?

24 A. I would say they're the best in the
25 world.

1 Q. Okay. And who do you train with?

2 A. The specific coach that I train with?

3 Q. Yes.

4 A. Specifically, now, Herbert Behm.

5 Q. Okay. And do you also train with Bob
6 Bowman?

7 A. He is the head coach of our program. I
8 don't specifically train with him any longer. My
9 first three years, I did, though, specifically.

10 Q. So in your first three years, you trained
11 with Bob Bowman. And since then, you're now with
12 Herbie?

13 A. Yes.

14 Q. Okay. And why did you switch from Bob
15 Bowman to Herbie?

16 A. To change training stimulus.

17 Q. And what does that mean "to change
18 training stimulus"?

19 A. Try to improve at a faster rate.

20 Q. And how has Herbie been able to have you
21 improve at a faster rate?

22 A. There's a multitude of reasons. The main
23 is it's a different higher intensity, lower volume
24 style of training.

25 Q. Okay. And has this coaching that you've

1 Q. When you say from "every school," what do
2 you mean?

3 A. Every school that had contacted me. I
4 don't know the exact number.

5 Q. Okay. Can you give a ballpark? Was it
6 roughly 20 schools?

7 A. It was roughly over 50 schools.

8 Q. So you had scholarship offers from over
9 50 schools?

10 A. Yes.

11 Q. Okay. And you had scholarship offers
12 from the University of Texas and UC Berkeley, right?

13 A. Yes.

14 Q. And those are top-rated swim programs in
15 the country, aren't they?

16 A. Historically, yes.

17 Q. And by "historically," those two schools
18 have won every national championship from 2014 to
19 2022, right?

20 A. So far, yes.

21 Q. Why did you choose ASU, then?

22 A. There's a lot of reasons, but it gave me
23 the greatest opportunity for growth as a person.

24 Q. Okay. And when you say "greatest
25 opportunity for growth," what do you mean?

1 A. To become the best young adult and young
2 man I can be.

3 Q. And why did you think ASU would give you
4 the opportunity to be the best young adult and young
5 man you could be as opposed to University of Texas
6 and UC Berkeley?

7 A. The openness of growth to develop the
8 program at ASU since Cal Berkeley and Texas were
9 already at the top.

10 Q. And was it a result of you talking to Bob
11 Bowman that convinced you of that as well?

12 A. One of several factors, yeah.

13 Q. Okay. Were you offered a higher
14 scholarship package from ASU than University of Texas
15 and Berkeley?

16 A. Yes.

17 Q. Okay. And did that play a role in your
18 decision as well?

19 A. One of several factors, yes.

20 Q. For the higher scholarship package that
21 you received from ASU, was that a full scholarship?

22 A. It was, and then I wanted to take less so
23 I could have a better team around me.

24 Q. In what year did you start to take less
25 on your scholarship?

1 A. The first year. 20 percent academic; 80
2 percent athletic.

3 Q. So you still had a full ride at 100
4 percent, but 20 percent of that was academic?

5 A. Yes. It's a full -- full scholarship due
6 to my academic success in high school and athletic
7 success.

8 Q. And in your sophomore year, did you also
9 have a full scholarship when you combined athletic
10 and -- academic success and athletic success?

11 A. Yes.

12 Q. Okay. And is the same true for your
13 junior year?

14 A. Yes.

15 Q. And your senior year, though I know there
16 were some red shirt years in there?

17 A. Yes.

18 Q. Okay. So throughout -- Strike that.
19 How long have you been at ASU for?

20 A. I first stepped onto campus in the fall
21 of 2017.

22 Q. And so including your graduate year, this
23 year, you've been there for a total of six years.
24 Would that be right?

25 A. Yes.

1 more when you can monetize on your name, image, and
2 likeness, right?

3 A. Yes.

4 Q. So college swimmers would have an
5 incentive to stay --

6 THE COURT REPORTER: College? I'm sorry.
7 College?

8 MS. CORKERY: Apologies. I will speak
9 slower.

10 Q. BY MS. CORKERY: So college swimmers have
11 an incentive to stay in school longer, as you did
12 through grad school, the ability to monetize on their
13 NIL?

14 MS. SISCO: Objection. Calls for
15 speculation.

16 THE WITNESS: I know I've -- I found more
17 benefit.

18 Q. BY MS. CORKERY: Okay. And you found
19 more benefit being able to monetize on your NIL, and
20 so you stayed in school longer?

21 A. I stayed in school to better improve our
22 team ranking and our team status.

23 Q. Have you at any point received funds from
24 USA Swimming in the past?

25 A. Compensation for qualifying for teams and

1 prize winnings.

2 Q. Okay. And did you keep those prize
3 earnings?

4 A. I never tangibly saw any. It was just to
5 cover travel fees, lodging, and competition entry
6 fees.

7 Q. So you broke even based on USA Swimming
8 covering travel fees, lodging, and the entry fees?
9 Is that how you would describe that?

10 A. I wouldn't say I broke even over my
11 career.

12 Q. But it covered a portion you otherwise
13 would have to pay out of pocket?

14 A. Yes. Due to my success in the sport.

15 Q. Okay. I want to take a step back because
16 we discussed your college years sort of in groups.

17 What year were you a freshman?

18 A. The fall of 2017.

19 Q. Okay. And you swam for the Sun Devils
20 then?

21 A. Yes. I've only swam and competed for
22 Arizona State University in college.

23 Q. And then, was the next year 2018 to 2019
24 season, were you a sophomore?

25 A. That was my sophomore, second year.

1 Q. And at the end of that year, did you go
2 to the Pan American Games in Peru?

3 A. It was in the middle of the summer in
4 July and August, yes.

5 Q. And when you were competing in the Pan
6 American Games in 2019, would you say your public
7 exposure increased?

8 A. Yes.

9 Q. How so?

10 A. We were broadcasted at one of the
11 premiere international events in the entire world and
12 for the swimming -- for swimming -- the sport of
13 swimming specifically.

14 Q. Do you think around the time of the Pan
15 American Games, you would have received NIL deals had
16 you been able to?

17 A. Absolutely.

18 Q. And do you think that you would have been
19 able to secure more NIL deals when you were competing
20 for the Pan American Games than in years when you
21 weren't participating in those games?

22 A. Absolutely. And a year before, because I
23 posted top 25 time in the world in the summer of
24 2018. And I believe now, I currently would be able
25 to expand upon the NIL benefits we have had the

1 market been able to develop further.

2 Q. So during the Pan American Games in the
3 summer of 2019, you believe your NIL deal value could
4 have been more before July of 2021 when you were
5 allowed to monetize on your name, image, and
6 likeness?

7 MS. SISCO: Objection. Mischaracterizes
8 testimony and calls for speculation.

9 THE WITNESS: Potentially, I'm not
10 exactly sure on the exact amounts.

11 Q. BY MS. CORKERY: But you do believe your
12 public exposure would have been higher in summer of
13 2019 at the Pan American Games?

14 A. If the market had more time to develop,
15 yes.

16 Q. And the next year after your sophomore
17 year, 2019 to 2020, did you stay at ASU to compete as
18 a swimmer?

19 A. Yes, I did.

20 Q. Okay. And that would have then been your
21 junior year?

22 A. It would have, yes.

23 Q. Okay. And the year from 2020 to 2021,
24 did you stay at ASU to compete as a swimmer?

25 A. Yes. The fall of 2020, I went back to

1 school academically, but our coaching staff decided
2 to red shirt our team athletically due to COVID and
3 the loss of eligibility in the spring of 2020.

4 Q. So in the year 2020 to 2021, you were an
5 ASU student, but the entire team was red shirted due
6 to the COVID pandemic?

7 A. Correct. Yeah. We were in -- I was in
8 school. I was a junior, but still not competing
9 athletically.

10 Q. Okay. And did you still receive your
11 room and board covered that year?

12 A. Yes.

13 Q. And your degree that year was covered?

14 A. Yes.

15 Q. Okay. And then the next year, 2021 to
16 2022, would that be a red shirt senior year?

17 A. Yes.

18 Q. Okay. And did you swim for the Sun
19 Devils then?

20 A. Yes.

21 Q. And you remained in school?

22 A. Correct.

23 Q. Okay. And then, you now -- for the year
24 2022 to 2023, is that when you've been a grad
25 student?

1 invested vary or differ year to year as well?

2 A. Yes.

3 Q. Okay. If you invested more time in
4 personal social media branding, do you think your NIL
5 value would be higher?

6 MS. SISCO: Objection. Calls for
7 speculation.

8 THE WITNESS: An unknown variable.

9 Q. BY MS. CORKERY: How many hours do you
10 spend on social media per day on average right now?

11 A. Specific number changes week to week.

12 Q. What is on the lower end of how many
13 hours you spend per day?

14 A. Per day?

15 Q. Yes.

16 A. I'm unsure about the per-day amount.

17 Q. Okay. Do you have a general sense per
18 day of sort of what would be a low number of hours
19 you've spent this year and what would be a high
20 number of hours you've spent per day this year on
21 social media?

22 A. Per -- I have a better understanding of
23 per week. It would be approximately five to six
24 hours average.

25 Q. Okay. So you spend roughly five to six

1 hours per week on average on social media this year?

2 A. Again, it varies week to week, but
3 potentially.

4 Q. In 2022, so last year, how much, on
5 average, did you spend per week on social media?

6 A. It's hard to recall what the average
7 would have been every week.

8 Q. Okay. Do you have a general sense?

9 A. It fluctuates at different points in the
10 year based on different training frequencies.

11 Q. And so throughout the year, the amount of
12 time you're on social media can vary pretty widely
13 based on what else you have going on?

14 A. For myself, yes.

15 Q. Okay. And in the year before that, if we
16 take 2021, do you have any idea on average how many
17 hours you invested per week?

18 A. I can't recall the exact amounts.

19 Q. Okay. And in 2019, can you recall on
20 average how many hours you invested per week?

21 A. No. Not the exact amount.

22 Q. Okay. So you have no idea in 2019 how
23 many hours you were on social media?

24 A. I can't recall the exact amounts.

25 Q. Okay. Has your amount of time you spent

1 on social media grown over the last three years?

2 A. I would say yes.

3 Q. With each year, would you say from 2019
4 to 2020, to 2021, to 2022, each year on average,
5 you're spending more time on social media?

6 A. Again, it depends. I've taken weeks
7 breaks in between all those years.

8 Q. Okay. And there could be some earlier
9 years where you would have spent more time on social
10 media?

11 A. Not able to recall the exact amounts.

12 Q. How do you decide what content to create
13 and post on social media?

14 A. Whatever I feel is authentic to the
15 truest version of myself and what I want to
16 positively project into the world.

17 Q. And you personally decide that content to
18 post? Nobody else dictates what you post?

19 A. Correct.

20 Q. What's the main purpose of your social
21 media use? Would you say it's friends and family,
22 NIL monetization, swimmers? What would you, when you
23 look at your social media profile, say is the main
24 purpose?

25 A. I'd say to project a positive influence

1 Q. And over the summer, have you had any
2 paying jobs during your college years?

3 A. No.

4 Q. And how have you financially supported
5 yourself over the summer?

6 A. My family, and any compensation for
7 travel expenses and meet entries that I've been able
8 to acquire through success in swimming.

9 Q. And would some of that help for travel
10 expenses and meet entries have been secured from USA
11 Swimming?

12 A. Yes.

13 Q. Okay. Any others?

14 A. No.

15 Q. And during the school year, then, you
16 haven't had a paying job as you've been able to have
17 a full scholarship at ASU, correct?

18 A. The time requirements between training
19 adequately to become -- to reach the level in
20 swimming that I want to and to maintain the standard
21 of academic excellence that I aim to, aims -- ends up
22 being over 40 hours a week, so time to get another
23 job is very minimal.

24 Q. Okay. And you've enjoyed having that
25 swimming opportunity and education opportunity at

1 ASU?

2 A. Yes.

3 Q. Okay. And you would be harmed if ASU cut
4 its swim program, right?

5 A. Yes.

6 Q. Okay. And you have no basis to say that
7 if a Pac-12 school were to pay out 2.5 million each
8 year directly to football and men's basketball
9 players, that your sport of swimming wouldn't be cut;
10 is that right?

11 MS. SISCO: Objection. Calls for
12 speculation. Expert opinion.

13 THE WITNESS: It's an unknown scenario
14 thus far.

15 Q. BY MS. CORKERY: But there's at least
16 that possibility?

17 MS. SISCO: Objection. Calls for expert
18 opinion.

19 THE WITNESS: The event hasn't happened,
20 so it's unknown.

21 Q. BY MS. CORKERY: But it happened in the
22 past, 2007 to 2008, right?

23 A. That exact reason, I don't know. But the
24 program was cut, yes.

25 Q. And the program was cut to save a little

1 over \$1 million from the athletic department budget,
2 right?

3 MS. SISCO: Objection. Lack of
4 foundation. Calls for speculation.

5 THE WITNESS: I'm not sure on the exact
6 financial amount.

7 Q. BY MS. CORKERY: Okay. Let's pull up
8 what has been marked as Exhibit 58, I believe it
9 should say in the corner.

10 MS. SISCO: I might be able to help.

11 MR. LAIRD: It looks like this.

12 MS. SISCO: Oh, a little blue one.

13 Q. BY MS. CORKERY: Exhibit 58.

14 A. This? Yeah. There we go.

15 Q. All right. And we'll turn back to page
16 3, which we were discussing this morning. And we're
17 also going to look at page 4. I will give you a
18 second to review that, which has "ASU Tempe Net
19 Profit/Loss by Women's Sport."

20 Do you see that?

21 A. Yes, I see that graph.

22 Q. Okay. And do you see where it shows all
23 women's sports at ASU operate at a net loss?

24 A. That seems to be what the graph depicts.

25 Q. And what does the graph depict as to the

1 female sport that loses the most money?

2 A. Women's basketball.

3 Q. And is it a little over three million, at
4 least according to this graph?

5 A. Based on the numbers on the graph, yes.

6 Q. Are you aware that your experts allocate
7 five percent of their broadcast damages to women's
8 basketball?

9 A. Could you repeat the question?

10 Q. Are you aware that your experts allocate
11 five percent of their broadcast damages to women's
12 basketball?

13 A. Not on the specific percentage or amount.

14 Q. Okay. If I represented to you that of
15 the broadcast revenue damages model, five percent of
16 that is allocated to women's basketball, would that
17 surprise you?

18 MS. SISCO: Objection. Calls for expert
19 opinion.

20 Q. BY MS. CORKERY: I'm just asking whether
21 it surprises you, not for any sort of expert opinion.
22 We're talking about you.

23 A. And -- can you repeat the question, then?

24 Q. If I represented to you that of the
25 broadcast revenue damages model, five percent of that